

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE 08	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 28	3. EFFECTIVE DATE JUN 17 2004	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	CODE PS22-P/MCE	7. ADMINISTERED BY (If other than Item 6) MSFC Adm: PS22-P/Carol Terrell 256-544-6710	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Al Signal Research, Inc. 3411 Triana Blvd SW Huntsville, AL 35805		AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	
		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-02047
CODE 18279	CAGE CODE 004R1		10B. DATED (SEE ITEM 13) 02/15/02

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR Clause, 43.243-2 Changes-Cost Reimbursement (Alternate II).
	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Prov. Est. Cost	Total Est. Cost	Maximum Incentive Fee	Contract Value	Incentive Fee Available	Incentive Fee Earned	Unearned Incentive Fee	Total Sum Allotted
Previous	\$20,647,308	\$ -0-	\$20,647,308	\$898,916	\$21,546,224	\$476,713	\$418,983	\$3,220	\$21,042,267
This Mod	1,480,668	-0-	1,480,668	64,448	1,545,116	64,448	-0-	-0-	-0-
New Total	\$22,127,976	\$ -0-	\$22,127,976	\$963,364	\$23,091,340	\$541,161	\$418,983	\$3,220	\$21,042,267

See Page 2 for description.

\*Unearned Fee is lost and therefore has not been added into the Contract Value amount above. The original contract value has been reduced by this amount in total to reflect the contract value as stated above.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marty B. Hanson	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Original Signed By BY <u>Marty B. Hanson</u> (Signature of Contracting Officer)	16C. DATE SIGNED JUN 17 2004

A. The purpose of this modification is to definitize a cost growth in materials, training and conferences for Option Year 1.

Accordingly, the estimated cost and maximum incentive fee for Option Year 1, (A) Mission Schedule, is hereby increased by \$1,480,668 (from \$6,329,600 to \$7,810,268 and by \$64,448 (from \$279,306 to \$343,754), respectively.

B. Therefore, the contract is changed in the following particulars: Clause B.2, ESTIMATED COST AND CONTRACT FEES, is hereby deleted in its entirety and the revised Clause B.2, shown on enclosed replacement pages B-1 and B-2 is substituted in lieu thereof. A vertical line in the right-hand margin indicates the specific area(s) of change.

C. All other terms and conditions remain unchanged and in full force and effect.

#### **Contractor's Statement of Release**

In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the change(s) and/or Contractor proposal(s) listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s) and/or for such additional obligations as may be required by this modification.

#### Contract Change Identification

Modification 28 to Contract NAS8-02047

#### Contractor Proposal Number

Materials, Training and Conference  
Cost Option Year 1 Proposal  
submitted under cover letter, dated  
February 26, 2004, as revised  
through May 28, 2004.

## SECTION B

### SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in attachment J-1.

(b) The services will be procured under two separate schedules, Mission and Indefinite Delivery/Indefinite Quantity (IDIQ). The contract and supporting data are organized accordingly. Both schedules are being procured on a cost-plus-incentive-fee basis.

(1) Mission Schedule will be used to procure services identified in Work Breakdown Structure (WBS) 1.0-10.3 of the PWS on a mission basis. In addition, this schedule will be used to procure all project management and administrative resources necessary to manage both the Mission and IDIQ contract schedules.

(2) IDIQ Schedule will be used to procure those services identified in WBS 11.0 of the PWS that cannot be sufficiently identified, predetermined or quantified in advance with an estimated value of \$25,000 or greater per task. Project management and administrative support resources necessary to support these tasks will be procured under the Mission Schedule.

(End of clause)

#### B.2 ESTIMATED COST AND CONTRACT FEES

(a) The total estimated cost and fees for the performance of this contract are as follows. Offerors are cautioned to include phase-in costs/fee in the base year value.

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Est. Cost</u>	<u>Provisional Est. Cost</u>	<u>Minimum Incentive Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Value</u>
Base Year	(A) Mission	02/15/02-2/14/03	\$ 6,770,675	0	0	\$ 266,693	\$ 7,037,368
Base Year	(B) Schedule	02/15/02-2/14/03	\$ 264,304	0	0	\$ 15,858	\$ 280,162
Option Yr. 1	(A) Mission	02/15/03-2/14/04	\$ 7,810,268	0	0	\$ 343,754	\$ 8,154,022
Option Yr. 1	(B) Schedule	02/15/03-2/14/04	\$ 489,009	0	0	\$ 29,341	\$ 518,350
Option Yr. 2	(A) Mission	02/15/04-2/14/05	\$ 6,693,720	0	0	\$ 301,718	\$ 6,995,438
Option Yr. 2	(B) Schedule	02/15/04-2/14/05	\$ 100,000	0	0	\$ 6,000	\$ 106,000

Option Yr. 3	(A) Mission	02/15/05-2/14/06	\$ 6,830,018	0	0	\$ 310,438	\$ 7,140,456
Option Yr. 3	(B) Schedule	02/15/05-2/14/06	\$ 100,000	0	0	\$ 6,000	\$ 106,000
Option Yr. 4	(A) Mission	02/15/06-2/14/07	\$ 6,963,504	0	0	\$ 318,985	\$ 7,282,489
Option Yr.4	(B) Schedule	02/15/06-2/14/07	\$ 100,000	0	0	\$ 6,000	\$ 106,000

(b) The total incentive fee earned during the performance of this contract is as follows:

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Maximum Available Incentive Fee</u>	<u>Incentive Fee Earned</u>	<u>Unearned Incentive Fee Earned</u>
Base Year	(A) Mission	02/15/02-08/14/02	\$130,065	\$127,464	\$2,601
		08/15/02-02/14/03	\$136,628	\$136,628	\$ -0-
Base Year	(B) IDIQ	02/15/02-08/14/02	\$ -0-	\$ -0-	\$ -0-
		08/15/02-02/14/03	\$15,858	\$15,239	\$619
Option Yr. 1	(A) Mission	02/15/03-08/14/03	\$139,652	\$139,652	\$ -0-
		08/15/03-02/14/04	\$204,102		
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03	\$ 14,671		
		08/15/03-02/14/04	\$ 14,670		
Option Yr. 2	(A) Mission	02/15/04-08/14/04	\$150,859		
		08/15/03-02/14/05	\$150,859		
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04	\$ 3,000		
		08/15/04-02/14/05	\$ 3,000		
Option Yr. 3	(A) Mission	02/15/05-08/14/05	\$155,219		
		08/15/05-02/14/06	\$155,219		
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05	\$ 3,000		
		08/15/05-02/14/06	\$ 3,000		
Option Yr. 4	(A) Mission	02/15/06-08/14/06	\$159,493		
		08/15/06-02/14/07	\$159,492		
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06	\$ 3,000		
		08/15/06-02/14/07	\$ 3,000		

(End of clause)

### B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this